

# **Limited Warranty**

## **ASCO Power Technologies®**

### **ASCO PowerQuest Monitoring Products/Systems**

**This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of each purchaser's business.**

#### **General:**

ASCO Power Technologies, LP products are in our opinion the finest available. We take pride in our products and are pleased that you have chosen them. Under certain circumstances we offer with our products the following Eighteen Month Limited Warranty Against Defects in Material and Workmanship.

Please read your Warranty carefully. This Warranty sets forth our responsibilities in the unlikely event of defect and tells you how to obtain performance under this Warranty.

#### **EIGHTEEN MONTH LIMITED WARRANTY AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP**

<b>ASCO PoweQuest Products/Systems Covered</b>	<b>Catalog Number</b>
ASCO Serial Connectivity Module	5110
ASCO Ethernet Connectivity Module	5150
ASCO Power Meter	5210
ASCO Power Manager	5220
ASCO Single Channel Annuciator	5310
ASCO Eight Channel Annuciator	5350
ASCO Thin Web Server	5510
ASCO Essential Critical Power Management System	5710
ASCO Professional Critical Power Management System	5750
ASCO Enterprise Critical Power Management System	5790
ASCO Custom Critical Power Management System	5900
ASCO Serial Network Management Interface	VPI 32.15
ASCO Ethernet Network Management Interface	VPI 32.15E

#### **Terms of Warranty:**

The following Limited Warranty is conditioned upon User's compliance with the following:

1. The ASCO PowerQuest Monitoring Product is installed in accordance with ASCO specifications and state and local codes and standards by an electrician licensed in the state of installation.
2. The ASCO PowerQuest Monitoring Product is maintained in accordance with ASCO instructions and used under normal conditions for the purposes intended by ASCO.

As provided herein, the ASCO product, exclusive of any PC component, is warranted to be free of defects in material and workmanship for a period of eighteen (18) months from the date of product shipment. The date of shipment will be determined only from the ASCO bill of lading. If any part or portion of the ASCO product fails to conform to the Warranty within the Warranty period, ASCO, at its option, will furnish new or factory remanufactured products for replacement of that portion or part. This is a parts Warranty ONLY that does not include services; all services shall be provided by a qualified service provider.

#### **Warranty Extends to First Purchaser for Use, Non-transferable:**

This Warranty is extended to the first person, firm, association or corporation for whom the ASCO product specified herein is originally installed for use (the "User") in the fifty United States or Canada. This Warranty is not transferable or assignable without the prior written permission of ASCO.

#### **Assignment of Warranties:**

ASCO assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories for, the ASCO product and which are assignable, but ASCO makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

#### **Drawings, Descriptions:**

ASCO warrants for the period and on the terms of the Warranty set forth herein that the ASCO product will conform to the descriptions contained in the certified drawings, if any, applicable thereto, to ASCO's final invoices, and to applicable ASCO product brochures and manuals current as of the date of product shipment ("Descriptions"). ASCO does not control the use of any ASCO product. Accordingly, it is understood that the Descriptions are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

#### **Warranty Claims Procedure:**

Within a reasonable time, but in no case to exceed thirty (30) days, after User's discovery of a defect, User shall contact [ascopowerwarranty@emerson.com](mailto:ascopowerwarranty@emerson.com), and request a return authorization number. ASCO products shipped to ASCO without a return authorization number will be refused and returned freight collect to User at User's expense. ASCO products shipped by User to ASCO which have incurred freight damage due to User's improper packaging of the product will not be covered by this Warranty and any repairs or replacement parts, components or products needed will be invoiced in the full current price amount and returned freight collect to User. Subject to the limitations specified herein, ASCO will repair or replace, at its option, without charge for materials, subsequent to its inspection and F.O.B. ASCO's facility, the ASCO product shipped to ASCO with a return authorization number and warranted hereunder which does not conform to this Warranty. If replacement parts, components or products are shipped or caused to be shipped by ASCO prior to inspection of the product claimed to be defective, the replacement parts, components or products shall be invoiced in the full current price amount and shipped freight collect F.O.B. ASCO's facility. If ASCO's inspection determines that the returned item(s) is covered by this warranty, User will be issued a credit in an amount equal to the price previously invoiced. Warranty coverage will be provided only after ASCO's inspection discloses the claimed defect and shows no signs of treatment or use which would void the coverage of this Warranty. All defective products and component parts replaced under this warranty become the property of ASCO.

#### **Warranty Performance of Component Manufacturers:**

It is ASCO's practice, consistent with its desire to remedy Warranty defects in the most prompt and effective manner possible, to cooperate with and utilize the services of component manufacturers and their authorized representatives in the performance of work to correct defects in the product components. Accordingly, ASCO may utilize third parties in the performance of Warranty work, including repair or replacement hereunder, where, in ASCO's opinion, such work can be performed in less time, with less expense, or in closer proximity to the ASCO product.

#### **Items Not Covered By Warranty:**

THIS WARRANTY DOES NOT COVER sub-standard or non-performance of this PowerQuest system as a result of improper network configuration, wiring or hardware not supplied by ASCO, or any aspect of the installation not consistent with industry best practices.

THIS WARRANTY DOES NOT COVER upgrades or additions to hardware or software that may be necessary as site requirements change and/or expand and/or become obsolete.

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, storage in an unsuitable environment, improper application, wrong or inadequate electrical current or connection, negligence, repair by non-ASCO designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, water, or other corrosive liquids or gases, Acts of God, theft or installation contrary to ASCO's recommendations, or in any event if the ASCO serial number or start-up tag has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, external circuit breaker resetting or maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation charges arising from the replacement of the ASCO product or any part thereof or charges to remove or reinstall same at any premises of User.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN THE CONTROL AREA OR ANY REACTOR CONNECTED OR SAFETY APPLICATIONS OR WITHIN THE CONTAINMENT AREA OF A NUCLEAR FACILITY OR FOR INTEGRATION INTO MEDICAL DEVICES.

#### **Limitations:**

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE ASCO PRODUCT AS SET FORTH HEREIN.

IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, ASCO'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE.

IN NO EVENT SHALL ASCO ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

ASCO ASSUMES NO LIABILITY FOR UNAUTHORIZED, UNLICENSED USE OF OR DUPLICATION OF OR MODIFICATION TO THE SOFTWARE PROVIDED AS PART AND PARCEL OF THE ORIGINAL SYSTEM AND/OR THAT MAY BE SUPPLIED BY A THIRD PARTY FOR EXCLUSIVE USE OF THE USER.

#### **Miscellaneous:**

NO SALESPERSON, EMPLOYEE, OR AGENT OF ASCO IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified, if at all, only in writing signed by an ASCO officer.

ASCO obligations under this warranty are conditioned upon ASCO timely receipt of full payment of the product purchase price and any other amounts due. ASCO reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to User or others.

In the event that any provision of this Warranty should be or becomes invalid and/or unenforceable during the Warranty period, the remaining terms and provisions shall continue in full force and effect.

This Warranty shall be governed by, and construed under, the laws of the State of New Jersey, without reference to the conflict of laws principles thereof.

This Warranty represents the entire agreement between ASCO and User with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject.